

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
VALDOSTA DIVISION

LESLIE R. WOODS,

Plaintiff,

V.

UNUM LIFE INSURANCE COMPANY  
OF AMERICA,

Defendant.

CIVIL ACTION NO. \_\_\_\_\_:

**JURY TRIAL DEMAND**

## COMPLAINT FOR BREACH OF CONTRACT

COMES NOW, Ms. Woods in the above-styled action, LESLIE R. WOODS (hereinafter “Ms. Woods”), and makes her “Complaint for Breach of Contract” against Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA (hereinafter “Defendant”), and shows the Court the following:

## Parties

1.

Ms. Woods is an individual residing at 1006 North Union Road, Lenox, Cook County, Georgia 31637.

2.

Ms. Woods is a citizen of the State of Georgia.

3.

Defendant is a corporation organized and existing pursuant to the laws of the State of Maine. Defendant at all times relevant to this Complaint maintained offices and conducted

business in the State of Georgia. Service of process may be perfected upon Defendant's registered agent, Corporation Service Company, 40 Technology Parkway, South, Suite 300, Norcross, Gwinnett County, Georgia 30092.

**Statement of Jurisdiction and Venue**

4.

This Honorable Court has diversity jurisdiction pursuant to 28 U.S.C. §1332 in that (a) there is complete diversity of citizenship and (b) the value of the matter in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.

5.

Venue is also proper.

6.

Ms. Woods was employed as a High School Math Teacher for the Cook County Board of Education (hereinafter "BOE") which provided a Long Term Disability (LTD) Plan insured by Defendant (Policy No.: 39558) (hereinafter "the Plan"). The elimination period was 90 days. The BOE also provided group Life Insurance (LI) Plans which are also insured and administered by Defendant (Policy Nos.: 39557 and 915548) with Life Waiver of Premium (LWOP) benefits.

7.

Pursuant to 29 U.S.C. §1003(b)(2), the Plans are excluded from coverage under the Employee Retirement Income Security Act (ERISA) of 1974.

8.

At all times during the course of her employment with the BOE, Ms. Woods was a participant in the Plans and is, therefore, entitled to benefits from the same.

9.

At the onset of her disability, on or about September 13, 2016, Ms. Woods was forced to stop working due to a myriad of impairments including, but not limited to: psoriatic arthritis; fibromyalgia; degenerative disc disease of the lumbar, thoracic, and cervical spine; chronic pain syndrome; irritable bowel syndrome; anxiety; and severe major depression. Given that these impairments precluded her from being able to continue working, Ms. Woods filed a claim with Defendant under the above referenced LTD policy, as well as LWOP claims under the LI Plans.

10.

Defendant initially approved Ms. Woods' LTD claim and LWOP claims and paid her LTD benefits from December 12, 2016 through July 11, 2017. At that time, Defendant terminated Ms. Woods' benefits contending that her impairments no longer precluded her from being able to perform the "material duties" of her "regular occupation" as a teacher.

11.

On February 7, 2018, Ms. Woods appealed Defendant's decision to terminate her LTD benefits and her LWOP benefits. In support of her appeal, Ms. Woods provided a wealth of supporting documentation including: updated medical records, residual functional capacity (RFC) questionnaires from treating providers, and a favorable disability decision from the Teachers' Retirement System of Georgia (TRS). However, only nine days later, on February 16, 2018, Defendant affirmed its decision. In doing so, Defendant simply took its prior denial letter from September 26, 2017, and regurgitated the same information and quoted the same policy sections with only a couple of references to Ms. Woods' updated medical records.

12.

On February 21, 2018, Ms. Woods again appealed Defendant's decision to terminate her

benefits and questioned whether or not Defendant had conducted a full and fair review of the appeal and supporting documentation which evidenced the fact that Ms. Woods remains “disabled” under the terms of the Plan.

13.

In Ms. Woods’ February 21, 2018 letter, she also provided notice to Defendant, pursuant to O.C.G.A. §33-4-6, of her intent to pursue a bad faith claim if its decision to terminate her benefits was not reversed.

14.

By letter dated March 7, 2018, Defendant affirmed its termination of Ms. Woods’ benefits and indicated that no further review was available and Ms. Woods’ appeal was closed.

15.

Defendant’s failure to determine Ms. Woods eligible for LTD benefits and LWOP benefits on the basis of her demonstrated “disability” was incorrect, and the result of improper application of applicable policy provisions, and a disregard of medical and vocational documentation showing that Ms. Woods remained “disabled” under the terms of the Plans. Defendant’s decision is a breach of contract and was made in bad faith.

**Demand for Jury Trial**

Ms. Woods respectfully demands a jury trial on all issues so triable.

WHEREFORE, Ms. Woods prays that this Court:

- (a) Order Defendant to pay Ms. Woods the amount of her full disability benefits accrued and unpaid to date;
- (b) Order Defendant to reinstate Ms. Woods’ LWOP benefits;
- (c) Order Defendant to pay Ms. Woods interest on all monies due and owed;

- (d) Deny Defendant any applicable offsets as equitable relief;
- (e) Award Ms. Woods reasonable attorneys' fees, and cast all costs of this action against Defendant;
- (f) Award Ms. Woods bad faith damages pursuant to O.C.G.A. §33-4-6;
- (g) Provide Ms. Woods with a Jury Trial on all issues so triable; and
- (h) Provide Ms. Woods such other and further relief that this Court may deem appropriate under the circumstances.

RESPECTFULLY SUBMITTED, this 22<sup>nd</sup> day of March, 2018.

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& HINSON, LLP  
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